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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CHARLES PROVINI,

Plaintiff,

v.

PARADIGM GLOBAL ADVISORS,
LLC,

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff Charles Provini (hereinafter “Provini”), by way of Complaint
against the above-named defendant, alleges as follows:

PARTIES

1. Provini is, and at all times relevant to the claims set forth herein was, a
resident of the State of New Jersey residing at 47 Club Way, Red Bank, New Jersey.

2. Defendant Paradigm Global Advisors, LLC (hereinafter “Paradigm”) upon
information and belief, is, and at all times relevant to the claims set forth herein was, a
New York limited liability company whose principal office is located at 650 Fifth
Avenue, 17th Floor, New York, New York.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over this action based on diversity and amount in controversy pursuant to 28 U.S.C. § 1332.

4. Venue is properly laid in this District pursuant to 28 U.S.C. § 1391(a) and (c).

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

5. On January 10, 2007 Provini entered into a written contract of employment with Paradigm, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference. (“the Contract”).

6. Pursuant to the Contract, as compensation for his services, Provini was to receive a salary at the monthly rate of \$15,000.00 less applicable taxes and withholdings, payable in accordance with Paradigm’s normal payroll practices.

7. The Contract further provided that if neither party terminated the agreement by June 1, 2007, the monthly rate would be increased to \$40,000.00.

8. The Contract commenced on January 10, 2007 and Provini was paid accordingly. Neither party terminated the Contract by June 1, 2007 and Provini’s monthly rate of compensation was increased to \$40,000.00.

9. Paradigm terminated Provini from his employment effective February 10, 2008.

10. The Contract stated, after June 1, 2007, if Provini was terminated, Paradigm would be responsible for continuing the monthly payments to Provini for a period of three (3) years.

11. On or about March 14, 2008, Provini, by and through legal counsel, made demand for continuous payment pursuant to the Contract as well as for reimbursement of expenses in the amount of \$39,674.13 incurred in the course of his employment with Paradigm.

12. To date, Paradigm has failed to respond to Provini's demand for payment and reimbursement and has not made any further payments to Provini beyond the February, 2008 monthly payment.

13. Paradigm currently owes Provini under the Contract the total sum of \$919,674.13.

COUNT ONE

14. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 13 of this Complaint as if fully set forth herein.

15. The Contract by and between Provini and Paradigm called for Paradigm to pay Provini a monthly payment of \$40,000.00 for a period of three (3) years.

16. Paradigm has wrongfully refused to make payment to Provini under the Contract, there being a balance due and owing of \$919,674.13.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

COUNT TWO

17. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 16 of this Complaint as if fully set forth herein.

18. On or about January 10, 2007, Provini and Paradigm entered into a valid and binding contract of employment.

19. Paradigm was required to pay Provini under the Contract a monthly payment of \$40,000.00 for a period of three (3) years.

20. Paradigm wrongfully breached the Contract by failing to pay Provini compensation beyond February, 2008.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

COUNT THREE

21. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 20 of this Complaint as if fully set forth herein.

22. Paradigm owed an implied duty of good faith and fair dealing to Provini under the Contract.

23. Paradigm breached the duty of good faith and fair dealing to Provini by inappropriately failing to pay Provini the agreed upon compensation.

24. As a result of the conduct of Paradigm, Provini has been damaged.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues so triable.

**ARSENEAULT, WHIPPLE, FARMER,
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Attorneys for Plaintiff
Charles Provini

By: s/Thomas M. Lenney
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Dated: May 13, 2008